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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

13 VERIS GOLD USA INC.,) 3:13-cv-00009-HDM-VPC
14 Plaintiff,)
15 vs.) ORDER
16 HEYL & PATTERSON, INC., and DOES)
17 1-10,)
18 Defendants.)

In its amended complaint, plaintiff has removed its request for damages "due to the purchase price, repair costs, lost production and replacement costs" in response to the defendant's proper assertion that the contract that is the subject of this action precludes consequential damages. Defendant now objects to the use of the word "special" in plaintiff's prayer for relief. Clearly the plaintiff is not permitted to recover special damages in the form of consequential damages under the terms of the contract. Therefore, to the extent that the plaintiff may still be seeking consequential damages in its complaint, the defendant's

1 motion (#23) is **GRANTED**. To the extent plaintiff may be seeking
2 "special" damages that are not precluded by the contract, the
3 motion is denied without prejudice to renew upon the completion of
4 discovery.

5 IT IS SO ORDERED.

6 DATED: This 13th day of March, 2013.

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9 UNITED STATES DISTRICT JUDGE

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